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7 ENFORCEMENT, EDUCATION
SERVICES: HELPING YOU
HELP OTHERS

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11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA
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14 MARSHALL LOSKOT, an individual; and DISABILITY
15 RIGHTS ENFORCEMENT, EDUCATION
16 SERVICES:HELPING YOU HELP OTHERS, a California public benefit
17 corporation,

18 Plaintiffs,

19 v.

20 ASIAN BUFFET, INC., a California corporation; and HOWARD LEE
21 FONG & YEE YING FONG,

22 Defendants.

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25 } CASE NO. CIV.S-04-1719 DFL PAN
26 } STIPULATION AND [PROPOSED]
27 } ORDER OF DISMISSAL
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The parties, by and through their attorneys of record, stipulate that terms have been negotiated which fully and completely resolve plaintiffs' claims herein. These terms have been memorialized in a mutual settlement agreement and release which is currently being circulated for final approval and signature. Therefore, the parties stipulate to dismissal of this action in its entirety with

1 prejudice pursuant to Fed.R.Civ.P.41(a)(1), unless within the next thirty days
2 either party notifies the Court that settlement hereof has not been consummated.

3 Outside of the terms of the parties' settlement agreement and release
4 ("Agreement") herein, each party is to bear its own costs and attorneys' fees.
5 The parties further consent to and request that the Court retain jurisdiction over
6 enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511
7 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over
8 enforcement of settlement agreements).

9 This stipulation may be executed in counterparts, all of which together
10 shall constitute one original document.

12 DATED: December 1, 2005

THOMAS E. FRANKOVICH,
A PROFESSIONAL LAW CORPORATION

14 By /s/ Julia M. Adams

Julia M. Adams

15 Attorneys for Plaintiffs MARSHALL
16 LOSKOT and DISABILITY RIGHTS
17 ENFORCEMENT, EDUCATION
SERVICES: HELPING YOU
HELP OTHERS

18 Dated: December 1, 2005

STOEL RIVES, LLP

19 By: /s/ John A. McKinsey

John A. McKinsey

20 Attorneys for Defendants HOWARD LEE FONG
21 & YEE YING FONG

23 ORDER

24 Having been notified of the parties' settlement, IT IS HEREBY
25 ORDERED that the matter be dismissed with prejudice, each side to bear its own
26 costs and fees. However, should settlement not be fully consummated within
27 thirty (30) days of this Order, either party may seek to have the dismissal
28 rescinded and the matter reinstated to the Court's trial calendar. IT IS

1 FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of
2 enforcing the parties' settlement agreement and release should such enforcement
3 be necessary.

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5 Dated: 12/6/2005

6 /s/ David F. Levi
7 Hon. David F. Levi
Chief United States District Judge

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